

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW MEXICO**

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**Case Title:** Francisco Javier Jayme

**Case Number:** 05-10619

<b>Document Information</b>
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**Description:** Motion By Creditor Citibank, NA. For Relief From Stay As To 105 Thoroughbred Court, Santa Teresa, NM Filing Fee \$ 150.00 Receipt # 03935-GR.

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<b>Filer Information</b>
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**Submitted By:** Karen Weaver

<b>If this form is attached to the document identified above, it serves as an endorsed copy of the document as it existed on the above date. To confirm that nothing has changed since then, review the docket.</b>
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**UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF NEW MEXICO**

IN RE:

FRANCISCO JAVIER JAYME. SSN: \_\_\_\_-\_\_\_\_-7644.

Debtor.

No. 13 05-10619 ML

**MOTION FOR RELIEF FROM AUTOMATIC  
STAY AND TO ABANDON PROPERTY TO  
CITIBANK, N.A. AS TRUSTEE, C/O CHASE HOME FINANCE LLC AS  
SERVICING AGENT**

COMES NOW Citibank, N.A. as trustee, c/o Chase Home Finance LLC as servicing agent (hereinafter referred to as "Chase"), by and through its attorneys, Little & Dranttel, P.C. (Karen Howden Weaver), and requests the Court to enter an Order Lifting Automatic Stay and for an Order abandoning certain property. As grounds therefor, the Movant, states:

1. This Court has exclusive jurisdiction over this proceeding pursuant to 11 U.S.C. § 362, 11 U.S.C. § 554, 28 U.S.C. § 157, and Bankruptcy Rule 4001 and 6007.
2. This Court has proper venue over this proceeding pursuant to 28 U.S.C. § 1409.
3. Debtor Francisco Javier Jayme filed a Chapter 13 Bankruptcy petition on January 31, 2005.
4. Kelley Skehen is the Trustee assigned in this Bankruptcy case.
5. On or about October 29, 2002, Francisco Javier Jayme executed an Adjustable Rate Note in the amount of \$462,000.00, plus interest at the rate of 8.6250%.
6. A Mortgage was simultaneously executed on October 29, 2002, which was duly recorded at the Dona Ana County Clerk's office on November 1, 2002, in Book 373, at Pages 850-870, as Document No. 32671.

7. The subject premises is all the collateral listed in the Mortgage, including but not limited to the real property more fully and completely described as:

Lot 17 in Block 3 of Los Ranchos Del Rio, located in the City of Sunland Park, Dona Ana County, New Mexico, as the same is shown and designated on the plat thereof filed for record in the office of the County Clerk of Dona Ana County, New Mexico on November 27, 1984 and recorded in Book 13 at Pages 344-345, Plat Records..

including any improvements, fixtures, and attachments, such as, but not limited to, mobile homes. If there is a conflict between the legal description and the street address, the legal description shall control. The real property in issue is generally identified as having the address of 105 Thoroughbred Court, Santa Teresa, New Mexico 88008.

8. Chase Home Finance LLC is the servicer for the holder of the Adjustable Rate Note and Mortgage.

9. Chase claims a first lien and/or encumbrance upon all the collateral as described in the Mortgage. Said Debtor, Francisco Javier Jayme, is in default on the Note due thereon.

10. The Debtor has two (2) contractual post-petition payments due at \$3,593.39, due from February 1, 2005 through March 1, 2005, totaling \$7,186.78, plus bankruptcy attorney fees in the amount of \$213.50, plus bankruptcy attorney costs in the amount of \$150.00, for a total of \$7,550.28, plus accrued interest and all continuing fees and costs.

11. Debtor Francisco Javier Jayme has not executed or filed any Reaffirmation on said note or obligation, and does not appear to intend to cure the default on said premises. The Debtor may have no equity in said collateral and cannot offer any adequate protection.

12. The principal amount due to Chase on its Adjustable Rate Note and Mortgage is \$457,696.12, plus interest in the amount of \$45,945.95, plus taxes in the amount of \$9,478.23,

plus insurance in the amount of \$8,550.42, plus BPO/Appraisal fees in the amount of \$85.00, plus property inspection fees in the amount of \$62.00, plus previous foreclosure attorney fees in the amount of \$1,441.13, plus previous foreclosure attorney costs in the amount of \$1,441.41, plus previous bankruptcy attorney fees in the amount of \$987.44, plus previous bankruptcy attorney costs in the amount of \$150.00, plus current bankruptcy attorney fees in the amount of \$213.50, plus current bankruptcy attorney costs in the amount of \$150.00, for a total amount due of \$526,201.20, plus further costs and fees. Said property may also be encumbered by other liens which may exceed the fair market value of the property including the lien of the first mortgage holder.

13. The property may be burdensome to the estate and may be of no consequential value and benefit to the estate.

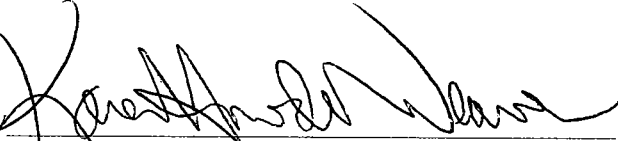
14. The Stay should be lifted as to any claim non-filing spouse, Alicia Jayme, may have in the subject property.

15. Chase is entitled to have the Court lift the automatic stay and a ruling that USCS Bankruptcy Rule 4001(a)(3)(1999) is not applicable so that Chase may immediately enforce and implement relief from the automatic stay and foreclose on the subject property.

16. Counsel for Chase could not obtain concurrence from Debtor's counsel to the relief sought at this time. Counsel for Chase has not attempted to contact the Trustee, Kelley Skehen, as she will not approve such a motion without consent from all counsel being obtained prior to her review of such motion. As this motion is opposed, a Notice and Deadlines to File Objections is simultaneously submitted herewith.

WHEREFORE, Chase, respectfully requests the Court to enter an Order Lifting the Automatic Stay for all purposes to allow Chase to exercise its legal rights on its lien and for an Order abandoning said property.

LITTLE & DRANTTEL, P.C.

By 

KAREN HOWDEN WEAVER  
Attorneys for Creditor Chase Home Finance  
LLC  
3803 Atrisco Blvd. NW, Suite A  
Albuquerque, NM 87120  
Telephone: (505) 833-3036  
Facsimile: (505) 833-3040  
E-mail: bankruptcy@littledranttel.com

I hereby certify that a copy of the foregoing pleading was mailed to:

R. Trey Arvizu, III  
Attorney for Debtor  
PO Box 1479  
Las Cruces, NM 88004-1479

Kelley Skehen  
Trustee  
625 Silver Ave. SW Suite 350  
Albuquerque, NM 87102

Francisco Javier Jayme  
Debtor  
105 Thoroughbred Court  
Santa Teresa, NM 88008

NM Taxation & Revenue Dept  
c/o Atty James C. Jacobsen  
111 Lomas Blvd NW, Ste. 300  
Albuquerque, NM 87102-2368

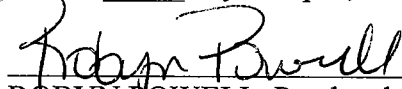
Alicia Jayme  
Non-Filing Spouse  
105 Thoroughbred Court  
Santa Teresa, NM 88008

Bank of America, N.A.  
c/o Atty Sharon Hankla  
13725 Struthers Road, Suite 201  
Colorado Springs, CO 80921

Ford Motor Credit Company  
c/o Atty Allen L. Wainwright  
920 Lomas NW  
Albuquerque, NM 87102

Wells Fargo Bank, NA  
c/o Atty Karen H. Bradley  
PO Box 3509  
Albuquerque, NM 87190-3509

on this 4<sup>th</sup> day of April, 2005.

  
ROBYN POWELL, Paralegal